1950.

Examined

File No. S.Bij 3/50

Legal DEPARTMENT
A BRANCH

Subject:— Civil Suit No. 146 of 1949.

Hassansaheb Sharamasaheb alias
Kashimsaheb Talikot.
V/S
The Province of Bombay.

For possession of Survey No. 92 of the village of Kuntoji, Taluka Muddebi-hal which was sold for realizing the arrears of a Tagavi Loan advanced to the plaintiff's grand-father Sharmet-Hussein.

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File No. S.Bij-3/50.

Std. Scott. Slip 24 A—1626—1,00,000—6-49

S.Bij 3/50

C O N T E N T S.

Legal Department File No. S. Bij. 3/50

Sr.No.	R.I./O.No.	Subject	Pages.

Suits Bijapur.

C.S. No. 146 of 1949.

H. Sharmatsaheb alias
Kashimsaheb, Talikot

V/s.

The Province of B'bay

For possession of Survey No. 92 of the village Kuntoji, Taluka Muddebihal which was sold for realizing the arrears of Tagavi Loan advanced to the plff's grand-father Sharmet Hussein.

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Civil Suit No. 146
1948.

In the Court of the Civil Judge,
Senior Division, Bijapur.

=====

4-11-10
5-5

1. Hasansaheb Sharmatsaheb alias
Kashimsaheb Talikot, Muslim,
age 19, occupation
of Kuntoji Taluka Muddebihal
now residing at Dharwar. Plaintiff.

against

1. Province of Bombay.

2. Basayya Karibasayya Ganachari,
Lingayat, agriculture, age 40,
of Kuntoji Taluka Muddebihal.

3. Hanmantraya Nandappa Goudar,
Lingayat, age 45, occupation
Patilki, Abbyal Taluka Muddebihal. --- Defendants

Claim Rs 5-2-0 V.P/100

Herein the plaintiff sues as follows:-

1. This is a suit for a declaration that firfeiture order passed by the Government on and in furtherence of it the sale of the suit land S.No.92, 13A. 14G. Asstt. 6-11-0 of Kuntoji Taluka Muddebihal, held by the Government in order to realise the Tagavi dues of plaintiff, is null and void, and not binding on the plaintiff and for possession of the suit land.

2. The suit land originally belonged to plff plaintiff's family. The father of the ~~applicant~~ had a Tagavi loan of Rs 100/- and the suit land was charged for the loan. The father of the plaintiff paid tagavi dues to the extent of Rs 65/- which does not appear to have been credited to his khata. On 16-4-1931 the father of the plaintiff died, and plaintiff's brother's name was entered as Kabjedar of the suit land. Plaintiff's brother died at Dharwar, On 1-4-1935 and plaintiff's name was entered in the Record of Rights as Kabjedar. The plaintiff was then minor and his mother was appointed as his guardian. The suit land was forfeited and subsequently sold to defendant 2 for Rs 175/-

3. The sale of the suit land held by defendant 1 is illegal and not in accordance with the provisions of the Bombay Land Revenue Code. The order of forfeiture passed by defendant is ultra vires the Government and not binding on the plaintiff.

4. Defendant 1 did not issie any notice of demand on the plaintiff as required by the provisions of the Bombay Land Revenue Code and rules thereunder. So the order of forfeiture and the sale of the suit land held subsequently are illegal and have no effect and the purchaser thereunder will not acquire any title to the suit land.

5. Plaintiff was minor then. He applied to the Collector of Bijapur to get the sale of the suit land set aside and for restoration of the suit land to him. That application of the plaintiff was rejected by the Collector. Hence this suit.

6. Defendant 2 is the purchaser at the auction sale. As the sale itself is ultravires andillegal, he acquires

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453

no title thereunder. Defendant 3 is the vendor from defendant 1 and he also does not acquire any better title to it. The land is now in the possession of defendant 3 and hence they are added as parties.

7. The cause of action arose on 14-6-1948 when the Collector rejected plaintiff's application.

8. Plaintiff was minor then and he has brought this suit within time prescribed by law.

(9) As the Government officers have not followed the provisions of law relating to demand, forfeiture and sale of the property, there has been a material irregularity, mistake and fraud in publishing and conducting the sale of the forfeited land and have caused great loss and substantial injury to the applicant as it has affected the price of the land and bid in auction sale.

Therefore plaintiff prays:-

(a). that the possession of the suit land be awarded to him from defendants.

(b). Costs of this suit be awarded.

(c). Future mesne profits from the date of the suit.

(d). Any other relief which the Court thinks fit.

Bijapur:

Dated:

Sd. G.K. Kanebarg

11 S-

Bijapur Civil Suit No.146 of 1949

Hasansaheb Sharmatsaheb alias
Kasimsaheb Talikot, V.Province of Bombay.

In 1918 the plaintiff's grandfather took a tagavi loan of Rs. 100/- for the improvement of his land Survey No.92. He made a default in the payment of instalments and the land was, therefore, sold at a revenne sale in 1936 and purchased by Defendant No.2. 12 years later the borrower's grandson filed this suit alleging that the proper procedure under the Land Revenue Code has not been followed and that there had been material irregularity in publishing and conducting the sale. There is no substantial truth in those allegations. The suit is defensible.

The defence of limitation is not taken because it appears that the plaintiff was a minor at the date of the sale and has filed the suit after he attained majority

The defence of the suit may be sanctioned on the lines of the accompanying brief.

30/8

REVENUE DEPARTMENT.
SECRETARIAT, BOMBAY.
2.9.49-L

No.9916
1-9-1949

IN THE COURT OF THE CIVIL JUDGE SENIOR

DIVISION, BIJAPUR.

Civil Suit 146 of 1949.

Hasansaheb Sharmatsaheb alias Kashimsaheb Talikot, Muslim age 19, occupation... of Kuntoji Taluka Muddebihal now residing at Dharwar.	Plaintiff.

Vs.

1. Province of Bombay.	
2. Basayya Karibasayya Ganachari Lingayat, agriculture, age 40, of Kuntoji Taluka Muddebihal.	Defendants.
3. Hanmantraya Nandappa Goudar, Lingayat, age 45, Occupation Patilki, Abbyal Taluka Muddebihal.	

Following is the written statement on behalf of No.1 Defendant/~~xx~~ Province of Bombay.

1. With regard to the allegation in paragraph 1 the defendant submits that the plaintiff is not entitled to the declaration set out in ~~xxx~~ in paragraph 1 of the plaint.

2. With regard to paragraph 2 of the plaint the allegation that the amount of Rs. 65/- alleged to have been paid by the father of the plaintiff has not been credited in the Tagavi Khata is not true. Credit has been ~~given~~ given in the Borrower's Khata for the payment of Rs 64--8-0.

3. Allegations in paragraphs 3 and 4 are not admitted. The sale of the suit land is not illegal and was held in accordance with the provisions of the Land Revenue Code. The order of forfeiture and subsequent sale were legal. The plaintiff was represented by his mother who was his guardian at the time of the sale.

4. It is not admitted that there has been material irregularity, mistake or fraud in publishing or conducting the sale. The plaintiff is put to strict proof of these allegations. Assuming without admitting that there was material irregularity, fraud or mistake, the plaintiff had not suffered any substantial injury thereby.

5. This defendant is not in possession of the suit land and the plaintiff is not entitled to any relief against this defendant.

It is, therefore, submitted that the suit fails and may be dismissed with costs.

District Government Pleader.

I District Government Pleader do hereby declare that what is stated in paragraph 1 to 5 above is true according to the information received and believed to be true. This verification is made at on the day of 1949.

District Government Pleader.

Kml.

2 of 11

Civil Suit No. 146 of 1949.

Issues.

1. Whether there was omission to issue notice of demand as alleged in para 4 of the plaint ?
2. If so, whether the sale is valid and according to law ?
3. Whether a sum of Rs.65/ had been paid back ?
4. If so, whether it was credited by the plaintiff ?
5. Whether there has been material irregularity or fraud in publishing and conducting the sale ?.
6. Whether sufficient cause is shown to set aside the sale?N
7. Whether the suit is within time ?
8. Whether the plaintiff was aware of the proceeding ?
9. If so, whether his conduct creates the bar of estoppel ?
10. Whether defendant No.2 is a bona fide purchaser for value without notice ?
11. Whether defendant No.2 is unnecessarily impleaded ?
12. What orders ?

No more sought.

January 7,1950.

Sd. A.C.Sequeira.
Civil Judge Sr.Dn.

" True Copy"

Dist.Govt.Pleader.

Suits:

Bijapur.

For possession of Survey No. 92 of the village of Kuntoji; Taluka Muddebihal which was sold for realizing the arrears of a Tagavi Loan advanced to the plaintiff's grand-father Sharmet Hussein.

GOVERNMENT OF BOMBAY

LEGAL DEPARTMENT.

Resolution No. 10698.

Bombay Castle, 21st September 1949.

Letter from the Collector of Bijapur, No. LAW-190, dated the 28th June 1949—Forwarding the papers in the suit noted in the margin and requesting sanction to its defence.

IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION), BIJAPUR.

Civil Suit No. 146 of 1949.

Hassansaheb Sharamatsaheb alias Kashimsaheb Talikot ... ... Plaintiff;

versus

The Province of Bombay ... ... Defendant.

Memorandum to the District Government Pleader, Bijapur, No. 10358, dated the 14th September 1949—Forwarding a copy of the brief with its accompaniments in advance.

RESOLUTION.—Sanction is accorded to the defence of the suit on the lines of the accompanying brief.

By order of the Governor of Bombay,

P. M. LAD,
Secretary to Government.

Lino Leg. H 85—1

[*P.T.O.*

To

The Revenue Department,
The Collector of Bijapur,
The District Government Pleader, Bijapur (with two copies of the brief).

With a copy of the brief.

No. of 1949.

Copy forwarded for information and guidance to

Issued
C.R.
-1/3/50

Submitted after issue
File no S. Byapur/50 (Govt)
2-3
H. S. P.
2/3

28
7/15

BIJAPUR CIVIL SUIT No. 146 OF 1949.

Hassansaheb Sharamatsaheb

versus

The Province of Bombay.

CHRONOLOGICAL STATEMENT OF FACTS.

The suit is for possession of Survey No. 92 of the village of Kuntoji, Taluka Muddebihal, which was sold for realizing the arrears of a Tagavi loan advanced to the plaintiff's grand-father Sharmat Hussein.

2. In the year 1918 a Tagavi Loan of Rs. 100 was advanced to Sharmat Husein, the grand-father of the plaintiff for improving his land bearing Survey No. 92. The borrower made default in payment of the instalments and, therefore, the suit land was forfeited and ordered to be sold on 18th January 1936 by the District Deputy Collector for the realization of the arrears. The land was put to sale on 6th May 1936 and the same was purchased by Defendant No. 2. The sale was confirmed on the 6th of August 1936 by the District Deputy Collector.

3. On the 15th March 1948, the plaintiff made an application to the Collector of Bijapur for setting aside the auction sale of the land held in 1936 on the ground that the procedure laid down by the Land Revenue Code and the Rules thereunder for proclaiming and conducting the sale had not been followed and that there had been material irregularity, mistake and fraud in publishing and conducting the sale and that he had thereby suffered substantial injury because the land had been sold for a very inadequate price. He also stated that the sale was not binding on him as he was a minor at that time, and that no notice had been given of the sale to his mother who was his guardian.

4. After obtaining the report of the Prant Officer, the Collector rejected the plaintiff's application.

5. Thereupon, on the 7th October 1948 the plaintiff gave notice of suit under section 80 of the Civil Procedure Code and on the 24th February 1949 he filed the present suit in the Court of the Civil Judge, Senior Division, Bijapur.

Grounds of Defence.

The plaintiff seeks to get the revenue sale of the land set aside on the ground that the sale was illegal and not in accordance with the provisions of the Land Revenue Code, that the order of forfeiture was *ultra vires*, in other words that there was material irregularity or fraud in conducting the sale which has caused substantial injury to the plaintiff.

2. As the sale was held more than 12 years ago and all the papers relating to the sale proceedings are not available at this stage, it is not possible to say how far the plaintiff's allegations are correct. His main contention however seems to be that there was no proper and legal publication of the sale proclamation in the village, that the sale was held at the Taluka Office of Muddebihal without due proclamation and publication, that the place of sale was changed without the sanction of the Collector or the Deputy Collector, that it was held within 30 days of the proclamation contrary to section 167 of the Land Revenue Code, that the notice of the intended sale was not fixed on the dwelling place of the defaulter or his heirs and that the land which was assessed at Rs. 6-11-0 was sold for a grossly inadequate price of Rs. 175. All these contentions though not specifically stated in the plaint have been made in his application to the Collector dated the 15th March 1948.

3. Dealing first with the allegation that the sale was held at the Taluka office instead of on the spot, and that it was held within a period of 30 days from the date of sale-proclamation, the Mamlatdar's report of 23rd July 1936 shows that the sale-proclamation was actually published on the 4th April 1936, but the date of 8th April 1936 was erroneously entered therein and that was corrected by the Village Officer. The sale held on 5th May 1936 was, therefore, after the period of 30 days as provided in section 167.

4. As regards holding of the sale at the Taluka head-quarters, the Mamlatdar has stated in his report that the first sale was held at the village of Kuntoji on 30th April 1936 but it proved futile because no bidders came forward and for that reason the subsequent sale was held at the Taluka head-quarters at Muddebihal. The plaintiff has also contended in his application to the Collector that the sale was not proclaimed by beat of drum at the head-quarters of the Taluka as required by section 165 of the Land Revenue Code. All these allegations should not be admitted. Under the proviso to section 179 of the Land Revenue Code the Collector has the power to set aside the sale if he has reason to think that the sale ought to be set aside but no such application has been made on grounds other than those alleged in his application, and rejected. Under Rule 125 sub-rule (2) of the Bombay Land Revenue Rules the Collector is empowered ordinarily to set aside the sale if in his opinion (*a*) the bidding at such sale has not been *bona fide*, or (*b*) there has been collusion to recover the holding without payment in full of the arrears and charges due to Government or (*c*) there has been some material irregularity or mistake or fraud in publishing or conducting such sale which is likely to have affected the amount of the highest bid or otherwise to have caused substantial injury to any person. It should be contended, in the first instance, that there was no such material irregularity or mistake or fraud in publishing or conducting the sale as alleged by the plaintiff. It will be for the plaintiff to prove that there was such material irregularity or fraud. Secondly, the mere existene of such material irregularity or mistake or fraud is not by itself sufficient to warrant the setting aside of the sale. The rule requires that substantial injury must have been caused to the person concerned as a result of such material irregularity or fraud. The position is the same in sales of execution of Civil Court decrees which are sought to be set aside on the ground of material irregularity or fraud under Order 21 Rule 90 of the Civil Procedure Code. The only substantial injury which the plaintiff can assert in this case is that the land was sold for an inadequate price. In the first place, it will be for him to prove that the price realized was inadequate. The land was twice put to sale and at the second auction sale the highest bid received was for Rs. 175, as against the punch valuation of Rs. 200. Even that bid was secured after much difficulty as will be seen from the Mamlatdar's report of the 8th June 1936. It can hardly be said that the bid of Rs. 175 as against the punch valuation of Rs. 200 was a low bid, and therefore, the plaintiff's allegation that the land was sold for a grossly inadequate price has no substance. Apart from that it will be for him to prove that the low bid was the result of any material irregularity or fraud in publishing or conducting the sale. There has not been any such material irregularity as is alleged by the plaintiff. Although the plaintiff was a minor at the date of the sale his mother who was appointed his guardian was present to safeguard his interests and, therefore, his contention that the sale should be set aside on account of his minority is also untenable.

5. The plaintiff's allegation that his grand-father had paid Rs. 65 towards Tagavi loan but that no credit had been given for that amount to him is also not true. The Tagavi Khata shows that credit for Rs. 64-8-0 has been given.

For the above reasons, it should be urged that the suit fails and should be dismissed with costs.

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Received on- 24-2-1949

Registered on -31-3-1949

Decided on 29-9-1950.

Duration One year 5 months 28 days.

In the Court of the Civil Judge, Sr.Dn.,

At Bijapur.

Civil Suit No.146 of 1949.

Shro G.L.Kanabur.
Pleader.

1. Hasansaheb Sharmatsaheb
alias Kasimsaheb Talikot. plff.

Vs.

ShriK.R.Rao
D.G.P.

1. Province of Bombay.

2. Basayya Karibasayya Ganachari

Shri S.S.Bevanur
Pleader

3. Hanmantraya Nandappa Goudar.

Claim Rs. 50-2-6.V.P. 1000/-

----oOo-----

Judgment.

Suit for possession together with a claim for future mesne profits.

2. The plaint is bassed on the allegations that for failing to pay the tagai loan, Government sold suit land bearing S.No. 92, that the Plintiff's father had paid back Rs. 65/- which was not credited to him, that on his death which occurred on 16-4-1931, the name of plintiff's brother was mutated, that on his death his name was entered, that then he was minor, that his mother was appointed as his guardian, that the land was sold to defedant 2 for Rs. 175/- after a declaration of forfei-ture, that the sale was void because the sale was not held in accordance with the provisions of the Bombay Land Revenue Code, that he was not served with a notice of demand, that in consequence the declaration of forfeiture by Collector and the subsequent sale were not according to law, that defendant 3 in his turn purchased the land from defendant 2 and that the cause of action arose on

14-6-1948 when the Collector refused to deliver back the land.

3. The State of Bombay is joined in this suit as defendant 1 and the following points are taken in their written statement Ex.21.

(a) As a matter of fact a sum of Rs.64-8-0 was credited to the Tagai khata in question;

(b) That the declaration of forfeiture by the Collector and the subsequent sale were according to law;

(c) The plaintiff was represented by his mother;

(d) There were no material irregularities in connection with the sale.

4. Defendant No.2 in his written statement Ex.24 denies the allegations made in the plaint;.He has taken similar points. He submits that the plaintiff's conduct creates the bar of estoppel, that he is a bona fide purchaser, that he is entitled to protection under section 41 T.P.Act, that the suit is time--barred, that he is not a necessary party to this action and that defendant 3 is a supsequent purchaser,.

5. Defendant No.3 adopts the written statement of defendant No.2.

6. The following issues were framed in the case.

1. Whether there was ommission to issue notice of demand as alleged in para 4 of the plaint ?

2. If so, whether the sale is valid and according to law?

3. Whether a sum of Rs.65 had been paid back ?

4. If so, whether it was credited by the plaintiff ?

5. Whether there has been material irregularity or fraud in publishing and conducting the sale ?

6. Whether sufficient cause is shown to set aside the sale ?

7. Whether the suit is within time ?

8. Whether the plaintiff was aware of the proceeding ?

9. If so, whether his conduct creates the bar of Estoppel ?

10. Whether defendant No.2 is a bona fide purchaser for value without notice ?

11. Whether defendant No.2 is unnecessarily impleaded ?

12. What orders ?

My findings are:-

2. Is valid. 3. As a matter of fact 4. it was credited.

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21

5. No. 6. No. 7. Yes.

8. Must be deemed to have been aware.

9. There is no estoppel.

10. Does not arise.

11. Is a proper party.

12. General issue.

Reasons.

8. The plaintiff's grand father obtained a tagavi loan. When the amount was not paid back, there was a declaration of forfeiture. Thereafter the Collector proceeded to sell the suit land belonging to the plaintiff, who is the grandson of the borrower. It was purchased by defendant No.2 and he in his turn sold the land to defendant No.3. The plaintiff has instituted this suit and the grounds of action are twofold. Firstly, that a sum of Rs.65/- had been, as a matter of fact, paid to Government. Secondly, that he was not served with a notice of sale. His case is that he was a minor and was then living at Dharwar. It is noticeable that the sale was held in 1936.

9. It is common ground that a tagavi loan had been granted to the plaintiff's grandfather. It is not disputed that the barrower was in arrear. One of the points taken in the plaint was that a sum of Rs.65/- was not credited to the plaintiff. The Record however shows that the amount was, as a matter of fact, credited to the plaintiff.

10. The gravamen of the plaintiff's complaint is that he was not served with a notice in connection with the sale as he was then living at Dharwar.

11. Now the revenue record shows that the suit land belonging to the plaintiff was forfeited before it was sold for default in payment of the tagavi loan. Assuming that it was not forfeited, a sale is not invalid although prior to the sale there had been no declaration of forfeiture by the Collector. The declaration is not so essentially a necessary preliminary of a sale that without it the sale is illegal and invalid. The fact that a sale has taken place is prima

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facie evidence that forfeiture had been declared(21 Bombay 381).

12. Under section 150 of the Land Revenue Code arrearx of Land Revenue may be recovered by the following processes:-

(a) By serving a written notice of demand on the defaulter;(b) By forfeiture of the occupancy,(c) By distraint and sale of the defaulter's moveable property,(d) By sale of his immoveable property, (e) By his arrest and imprisonment, and (f) In the case of alienated holding by attachment.

13. Under section 166 a written notice of the intended sale of immoveable property and of the time and place thereof, shall be affixed in each of the following places, viz., the Office of the Collector of the District, the Office of the Mamlatdar or Mahalkari in which the immoveable property situate, the Chavdi or some other public building and the defaulter's dwelling place.

14. As remarked already, the sale was held in 1936 and and I must take it that everything was regularly done with due regard to form and procedure. The Court will presume that all rules and legal forms were complied as the Collector and his subordinates are presumed to deviate from the rules and forms laid down for their guidance.

15. Exh. 37 is an order to the village officers in which it was stated that the tagavi loan was not paid back, that copies of the proclamation of sale should be posted on the door of the defaulter's houde and also on the chavadi, that the sale should be published and that there should also be beat of drums in connection therewith. Exh. 39 is the proclamation of sale. It contains the names of three bidders, who were present at the time of the sale. All these things were done pursuant to the order of the Deputy Collector Exh.42 declaring forfeiture of land and ordering the land to be sold"after due publication of the sale notices ". The order Exh.42 specifically stated that " a copy of the sale notice should be served on the borrower's son " viz. the plaintiff.

39/41 25

16. Exhs. 41 and 42 which are reports of the village orricers show that the proclamation of sale and the notice about the intended sale were really affixed in the house of the plaintiff. It is impossible at this distance of time to expect the defendants to lead oral evidence in this behalf.

17. I hold that the sale was properly held and that no cause of action has accrued to the plaintiff against the defendants.

18. In the result, the suit fails and is dismissed. Plaintiff to pay defendants' costs in separate sets.

Sd/ A.C. Sequira.

September 29,1950. Civil Judge, Sr: Dn.

29-9-1950.

True Copy"

43-27

Suits:
Bijapur.
For possession of Survey No.92 of the village of Kuntoji, Taluka Muddebihal which was sold for realizing the arrears of a Tagavi, loan advanced to the plaintiff's grand-father Sharmet Hussein.

GOVERNMENT OF BOMBAY.
Legal Department.
Resolution No. 15203
Bombay Castle, 1st Nov. 1950.

Read Government Resolution, Legal Department No.10698 dated 21st September 1949.

Endorsement from the District Government Pleader, Bijapur No.674 dated the 3rd October 1950 forwarding an uncertified copy of judgment and stating that

In the Court of the Civil Judge (Senior Division), Bijapur.

Civil Suit No.146 of 1949.

Hassansaheb Sharamatsheb alias Kashim Saheb Talikot..... Plaintiff;

versus.

The Province of Bombay..... Defendant.

the suit noted in the margin was decided by the Civil Judge, Senior Division Bijapur, on 29th September 1950, when the following order was passed:-

" The suit fails and is dismissed.

Plaintiff to pay defendant's costs in separate sets."

RESOLUTION: The result of the suit is recorded.

By order of the Governor of Bombay,

original S.P.Bhamgara

E.P.Bhamgara,
Assistant Secretary to Government.

Issued 1/11

To

The Revenue Department,
The Collector of Bijapur,
The District Government Pleader, Bijapur.

KML/27

Submitted for signature
25/10

4-5

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29

In the Court of the Civil Judge, Sr.Dn.,

Bijapur.

Civil Suit No. 146/1949.

1. Hasansaheb Gharamatsaheb alias Kasimsaheb Talikot, Muslim, age 19, occupation of Kuntoji Taluka Muddebihal now residing at Dharwar — Plaintiff.

Against.

1. Province of Bombay.
2. Banaya Karibasayya Gangoori, Lingayat, agriculture, age 40 of Kuntoji Tal. Muddebihal. ... ... } Defendants.
3. Hanamantraya Bandayya Gouder, Lingayat, age 45 occupation Patilki Abbal taluka Muddebihal. ... }

Claim Rs. 50/2/6. ... Rs. 1000/-

1. This is a suit for a declaration that forfeiture order passed by the Government on and in pursuance of it the sale of the suit land S.No. 93 1A.1.14G. Asst. 6-11-0 of Kuntoji Taluka Muddebihal, held by the Government in order to realise the Taqavi dues of plaintiff, is null and void, and not binding on the plaintiff and for possession of the suit lot.

2. The suit land originally belonged to plaintiff's family. The father of the plaintiff had a Taqavi loan of Rs. 100/- and the suit land was charged for the loans. The father of the plaintiff paid Rs. 41 dues to the extent of

5[illegible]
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8. As the suit is against Government this Court alone has jurisdiction to try this suit.

9. Plaintiff was minor then and he has brought this suit within time prescribed by law.

10. The valuation for Court fees & jurisdiction of consultant 0-11-0 is 50-2-6 on this suit for possession for jurisdiction purposes fees/is valued at Rs.100/-.

11. As the Government officers have not followed the provisions of law relating to denial, forfeiture and sale of the property, there has been a material irregularity, mistake and fraud in publishing and conducting the said sale, forfeiture has and have caused great loss and substantial injury to the applicant as it has affected the price of the land and bid in auction sale.

Therefore plaintiff prays :-

a). that the possession of the suit land be awarded to him by the defendants.

b). costs of this suit be awarded.

c). Mesne profits from the date of the suit be awarded.

d). any other relief which the Court deem fit.

This suit coming before Shri. A.C. Joglekar, Civil Judge, Sr.Dn., Bijapur, this day the 29th of September 1950, in the presence of Shri. G.L.Kambar pleader for the plaintiff and Shri. V.V.Rao and Shri. S.S.Bevnur for the defendants, it is hereby ordered and decreed that :

In thereresult, the suit fails and is dismissed. Plaintiff to pay defendants' costs in separate note.

1/52

Bill of Costs.

For Plff.		For Deft.1.		For Deft's. 2 & 3.	
1. For Court fee.	Rs. 6- 8-0	Pleader's fees	Rs. 50- 0-0	Pleader's fees	Rs. 50- 0-0
2. Vakalat	0-10-0	Applications Exh. 10,16, 20.	1-14-0	Vakalat fees	0-10-0
3. Exhs. 6,14,15 34.	2- 8-0	Total	Rs.51-14-0	Exhs. 10,16,17 18,19,20 28.	4-6-0
4. Pleader's fees	50- 0-0	Costs disallowed		Total	Rs.55- 0-0
5. Process fees	4- 8-0			Costs disallowed	
	0-12-0	For Exhs. 10,16 & 20.	1-14-0	For Exhs. 10, 18,17,19, 28,32 & 33.	4-6-0
6. Witness Bhatta	12- 0-0	Total	Rs.50-0-0		
Total.	75-.9-0			Total.	Rs.50-2-0
Costs disallowed.					
For Exhs. 6,14,15 and 34.	2- 8-0				
Total	Rs.73- 1-0				

Given under my hand and seal of the Court this day the 20th September 1950.

Sd/- M.R.Patil
Clerk.

Sd/- R.L.Sequeira
Civil Judge, Cr.Dn.,
Bijapur.

True Copy

Pleader
Bijapur